

Exhibit "A"

VEHICLE INVOICE



Case 1:07-cv-06102-HB Document 10-1 Filed 08/22/2007 Page 2 of 3

1283 Rte 146
West Coxsack, NY 12192
(800) BOAT-N-RV
FAC# 7081872

1208 Rte 146
Clinton Park, NY 12065
(888) BOAT-N-RV
FAC# 7078710

1289 Rte 146
New Windsor, NY 12553
(800) 788-2628
FAC# 7081075



BUYER	PETER TSAMOS NICOLAOS TSAMOUDAKIS		SALESPERSON	JAMES SEGRUE		DATE	5/15/2005	
STREET	989 COPE3 CORNER RD		HOME ()	(917) 302-6490		BUSINESS ()		
CITY	NEW BERLIN		STATE	NY		CTY	OTSEGO	
			ZIP	13843		STOCK #	205245	
COLOR	BLUE/BLUE		HULL	FIBERGLASS		DECK	INT	
PROPOSED DELIVERY DATE	5/4/2005							
MAKE OF BOAT	YEAR	MODEL & SIZE	SERIAL NO.			<input type="checkbox"/> NEW <input type="checkbox"/> USED		
RINKER	2005	360 36	RNK79328E505				\$ 199,889.00	
MAKE OF MOTOR	YEAR	MODEL & SIZE	SERIAL NO.			<input type="checkbox"/> NEW <input type="checkbox"/> USED		
VOLVO	2005	D4-260 DP	2004003378				N/A	
MAKE OF TRAILER	YEAR	MODEL & SIZE	SERIAL NO.			<input type="checkbox"/> NEW <input type="checkbox"/> USED		
	20	36					N/A	
USED VEHICLE CERTIFICATION If this motor vehicle is classified as a used motor vehicle, the dealer named above certifies that the entire vehicle is in condition and repair to render, under normal use, satisfactory and adequate service upon the public highways at the time of delivery.								
OPTIONAL EQUIPMENT AND ACCESSORIES				PRICE				
D4 260 DP VOLVO				PACKAGE PRICE		(+)	\$199,889.00	
EXPORT PKG				FREIGHT			N/A	
BLUE COCKPIT COVER				PREP		(+)	N/A	
RADAR UPGRADE C80				OPTIONS		(+)	N/A	
CE CE CERTIFICATE							N/A	
TWO TONED GEL							N/A	
OPTION TOTAL				\$0.00		TOTAL	\$199,889.00	

DESCRIPTION OF TRADE-IN				LESS (-) TRADE-IN CREDIT				
BOAT (MAKE)	YR.	SIZE	SN					\$0.00
MOTOR (MAKE)	YR.	SIZE	SN					
TRAILER (MAKE)	YR.	SIZE	SN					
AMT. OWING \$				TO WHOM:				
				N/A				
				DISCOUNT				0.00
				CASH PRICE	\$		\$	199,889.00

☐ WHEN THIS BOX IS CHECKED, THE UNIT WHICH IS THE SUBJECT OF THIS CONTRACT IS BEING SOLD ON AN "AS IS" BASIS. THE ENTIRE RISK AS TO THE QUALITY AND PERFORMANCE OF THIS UNIT IS WITH THE PURCHASER.

The parties to this Agreement are aware that the trade-in allowance or the purchase price shown above may require adjustment pursuant to the provisions of paragraphs 5, 6, 7 and 11 of the Terms and Conditions on the reverse side of this document.

CANCELLATION STATEMENT

IF THIS CONTRACT IS CANCELLED BY ME WITHOUT YOUR CONSENT, I UNDERSTAND AND I SHALL BE LIABLE TO YOU FOR LIQUIDATED DAMAGES IN THE AMOUNT OF \$500.00, IN ACCORDANCE WITH PARAGRAPH THREE (3) (reverse side) OR ANY ADDITIONAL DAMAGES THAT YOU MAY INCUR THEREFROM.

Buyer certifies that he/she has read the Terms and Conditions on the back of this document and agrees that they shall be incorporated as part of this Agreement.

Buyer certifies the following: 1) he/she is of legal age to enter into this agreement; 2) the above described equipment and insurance (if applicable) have been purchased voluntarily; 3) the trade-in free from all liens and encumbrances other than those listed herein.

Buyer agrees that all provisions to this Agreement (including the Terms and Conditions on the reverse side hereof) are severable. If any provision is held to be invalid, it shall not affect the other provisions, which shall be given full force and effect.

TAXES AND OTHER FEES

SALES TAX			\$15,991.12
DOC FEE*		*45.00	*45.00
*Dealer's optional fee for processing application for registration and/or certificate of title, and for securing special or distinctive plates (if applicable). THIS IS NOT A DMV FEE.			
INSPECTION FEE			N/A
* TOTAL CASH PRICE DEL			\$215,925.12
REBATE IF APPLICABLE	\$		\$ 0.00
LESS CASH DEPOSIT SUBMITTED WITH ORDER	(-)		(-) \$74,000.00
PLUS BALANCE OWING ON TRADE-IN			\$0.00
AMOUNT FINANCED	\$		\$ 51,925.12
CASH ON DELIVERY			\$141,970.12

IF YOU AGREE TO ASSIST ME IN OBTAINING FINANCING FOR ANY PART OF THE PURCHASE PRICE, THIS ORDER SHALL NOT BE BINDING UPON YOU OR ME UNTIL ALL OF THE CREDIT TERMS ARE PRESENTED TO ME IN ACCORDANCE WITH REGULATION "Z" (TRUTH-IN-LENDING) AND ARE ACCEPTED BY ME. IF I DO NOT ACCEPT THE TERMS WHEN PRESENTED, I MAY CANCEL THIS ORDER AND MY DEPOSIT WILL BE REFUNDED.

* The optional dealer registration or title application processing fee (\$20.00) \$45.00 maximum) and special plate processing fee (\$5.00 maximum) are not New York State or Department of Motor Vehicles fees. Unless a lien is being recorded or the dealer issued number plates, you may [avoid these fees by submitting] submit your own application for registration and/or certificate of title or for a special or distinctive plate to any motor vehicle issuing office.

I have read the terms on the back of this agreement and have received a completed copy of this agreement.

BUYER'S SIGNATURE *Peter Tsamos*

DATE: 5/15/2005

CO-BUYER'S SIGNATURE *[Signature]*

DATE: 5/15/2005

SELLER APPROVED BY: *[Signature]*

DATE:

THE AMOUNT INDICATED ON THIS SALES CONTRACT OR LEASE AGREEMENT FOR REGISTRATION AND TITLE FEES IS AN ESTIMATE. IN SOME INSTANCES, IT MAY EXCEED THE ACTUAL FEES DUE THE COMMISSIONER OR MOTOR VEHICLES. THE DEALER WILL AUTOMATICALLY, AND WITHIN SIXTY DAYS OF SECURING SUCH REGISTRATION AND TITLE, REFUND ANY AMOUNT OVERPAID FOR SUCH FEES.

CUSTOMER'S INITIALS: DATE:

ADDITIONAL TERMS OF AGREEMENT

It is further understood and agreed:

The order on the reverse side hereof is subject to the following terms and conditions, all of which have been mutually agreed upon.

1. All titles to the equipment listed on page 1 of this Agreement shall be retained by the Seller until the purchase price has been paid in cash or a financing agreement has been executed and accepted by a bank or some other lending institution. Upon full payment, Seller shall transfer title to the equipment to Buyer even though the actual delivery date may be later. Prior to delivery date, Buyer must execute a retail installment contract or some other type of security agreement prescribed by law if this sale is not a cash transaction.

2. Buyer agrees to assume and pay, unless prohibited by law, any and all taxes other than income taxes incidental to the purchase documented in this Agreement. The purchase price stated on page 1 of this document does not include any taxes assessed by any governmental agency prior to or at the time of delivery on the sale of this boat unless expressly stated otherwise.

3. **Buyer's Refusal to Purchase.** If I fail to take delivery of the vehicle purchased within five (5) days after I have been notified that it is ready, I understand the cash deposit I have given to you or \$500.00, whichever is greater, may be retained to offset your damages. I also understand that I may be responsible for any other damages, including lost profits, which you may incur as a result of my failure to perform my obligations under the terms of this Contract.

If I deliver a trade-in to you when this Agreement is signed, and later this Agreement is cancelled, the trade-in vehicle shall be returned to me after payment of a reasonable charge for storage, interest and repairs (if any) or, if the trade-in vehicle has been previously sold by you, the amount received, less a selling commission of 15% and any expense incurred in storing, interest, insuring, conditioning, or advertising the trade-in vehicle for sale shall be returned to me.

4. The manufacturer has the right to make any model, design, parts, or accessory changes it sees fit. These changes shall not affect the equipment ordered by this Agreement, nor may Buyer require Seller or manufacturer to include these changes in his/her order.

5. Seller shall not be liable for any loss or damages caused by delays created by the manufacturer, accident, strike, fire, or any other cause beyond Seller's control.

6. Buyer shall deliver to the Seller's premises his/her used boat (hereinafter called "trade-in") along with its title if such boat is to be traded in as partial payment toward the purchase price. Buyer warrants that the trade-in is his/her property and that the trade-in is free and clear of all liens and encumbrances other than those noted on page 1 of this Agreement. Buyer warrants that all taxes levied on the trade-in have been paid in full. If it comes to the Seller's attention that there is a lien or claim on the trade-in which is not disclosed on page 1 of this Agreement, Seller shall have the option of: A) paying the claim and seeking immediate reimbursement from Buyer, or B) Seller may add the amount of the claim to the purchase price established on page 1 of this Agreement and the new purchase price will be incorporated as if originally stated in this Agreement.

7. If the trade-in is not licensed and registered in the state where this Agreement is executed, Buyer shall immediately register and license the trade-in in said state. If Seller incurs any expenses connected with the licensing and registration of the trade-in, Seller may pay such expenses and be reimbursed therefor by Buyer or increase the purchase price by the amount of such expense.

8. Seller shall retain the right to make a reappraisal of the trade-in if it is not delivered to Seller at the time of the initial appraisal. A reappraisal shall be made by Seller if there appears to be any change in the trade-in's general physical condition or its furnishings and accessories. In the event the reappraisal differs from the original appraisal, the trade-in allowance shall be based on the reappraisal.

9. This agreement shall be governed by the Uniform Commercial Code as adopted in the state in which this agreement is executed. If the Buyer fails or refuses to complete the purchase documented by this Agreement within thirty (30) days of the execution of this Agreement or an agreed extension date, the cash deposit put down by the Buyer will be used to compensate Seller for any losses, expenses, or attorney fees incurred by Seller in connection with Buyer's failure to complete the purchase documented in this Agreement. If Buyer has delivered to Seller a trade-in and the purchase has not been completed within the time period described above, Buyer authorizes Seller to sell the trade-in at a private or public auction and deduct from the proceeds delivered to Buyer an amount equivalent to the losses and expenses incurred by Seller in connection with Buyer's failure to complete the purchase documented in this Agreement.

10. **Warranties.** EXCEPT TO THE EXTENT REQUIRED BY LAW, SELLER EXPRESSLY DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. All warranties covering the equipment referenced on page 1 of the Agreement, if any, are made by the manufacturer. A copy of any applicable manufacturer's warranty shall be delivered by Seller to Buyer.

11. Buyer states that he/she has inspected and examined the equipment which is the subject of this Agreement and determined that the equipment is of satisfactory quality and is suitable for the purpose for which it is purchased.

12. The following provisions shall be incorporated in the Agreement if Seller accepts Buyer's trade-in and allows Buyer a trade-in allowance:

A. Buyer certifies that the trade-in belongs exclusively to him/her. In addition, Buyer warrants that he/she has authority to transfer title to the trade-in to Seller and that there are no liens or encumbrances on the trade-in other than those disclosed on page 1 of this Agreement.

B. Buyer certifies that the trade-in is seaworthy and that its accessories and equipment are in good working order. Buyer also certifies that the trade-in's engine block, manifolds and cylinder head are not cracked or otherwise defective.

C. The trade-in shall become Seller's property when this Agreement is fully executed.

D. On the date this Agreement is executed, Buyer shall deliver to Seller all instruments of title to the trade-in along with a proper bill of sale or any other instrument necessary to transfer proper title to the trade-in to Seller.

E. If within thirty (30) days of the date when Buyer delivers the trade-in to Seller, Seller discovers that the trade-in or any of its accessories and equipment are in a defective or an unacceptable condition, Seller shall have the option of: 1) cancelling this Agreement, or 2) making all repairs necessary to put the trade-in in marketable condition and billing Buyer directly or adding the costs to the purchase price set forth on page 1 of this Agreement.

13. Brokered or used boats are sold strictly on an "as is" basis. If this transaction involves a used boat, Buyer states that he/she has inspected and examined the used boat as well as its equipment and accessories and found them in satisfactory condition or good working order.

THIS DOCUMENT CONTAINS THE ENTIRE AGREEMENT BETWEEN ITS PARTIES. NO OTHER REPRESENTATIONS, INDUCEMENTS OR PROMISES (WRITTEN OR VERBAL) HAVE BEEN MADE WHICH ARE NOT SET FORTH IN THIS AGREEMENT.

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association in accordance with its commercial arbitration rules, and judgement on the award rendered by the arbitrator(s) may be entered in any Court having jurisdiction thereof.